



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, October 24, 2017

6:30 PM

Community Meeting Center, 11300
Stanford Avenue, Garden Grove, CA
92840

Kris Beard
President
John R. O'Neill
Vice President
Phat Bui
Member
Steven R. Jones
Member
Stephanie Klopfenstein
Member
Kim B. Nguyen
Member
Thu-Ha Nguyen
Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Sanitary District should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Sanitary District may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Sanitary District Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Sanitary District meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Sanitary District are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications", and should be limited to matters under consideration and/or what the Sanitary District has jurisdiction over. Persons wishing to address the Sanitary District regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Sanitary District: After being called by the President, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Sanitary District. All remarks and questions should be addressed to the Sanitary District as a whole and not to individual Sanitary District Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Sanitary District shall be called to order by the President. If such conduct continues, the President may order the person barred from addressing the Sanitary District any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of

persons wishes to address the Sanitary District on the same subject matter, the President may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Sanitary District's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

6:30 PM

ROLL CALL: MEMBER BUI, MEMBER JONES, MEMBER KLOPFENSTEIN, MEMBER K. NGUYEN, MEMBER T. NGUYEN, VICE PRESIDENT O'NEILL, PRESIDENT BEARD

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)
2. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Sanitary District Member.)

- 2.a. Joint Item with the City Council: Adoption of a Resolution approving a Property Tax Exchange Agreement with the Garden Grove Sanitary District/City of Garden Grove and the City of Orange for the Lewis Street Reorganization. *(Action Item)*
- 2.b. Joint Item with the City Council: Acceptance of Sanitary District Project Nos. 7834 and 7837, and City Project No. 7405 - East Garden Grove Storm Drain and Sewer Improvements as complete. *(Action Item)*
- 2.c. Approval of a Joint Use of Sewerage Facilities with the City of Santa Ana. *(Action Item)*
- 2.d. Receive and file minutes from the meeting held on September 26, 2017. *(Action Item)*

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

3. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER
4. ADJOURNMENT

The next Regular Sanitary District meeting will be held on Tuesday, November 28, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager/General Manager	Dept.:	Community and Economic Development
Subject:	Joint Item with the City Council: Adoption of a Resolution approving a Property Tax Exchange Agreement with the Garden Grove Sanitary District/City of Garden Grove and the City of Orange for the Lewis Street Reorganization. <i>(Action Item)</i>	Date:	10/24/2017

OBJECTIVE

To adopt a Resolution approving a Property Tax Exchange Agreement between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange regarding the Lewis Street Reorganization Between the City of Garden Grove and the City of Orange (RO 17-01).

BACKGROUND

Shea Homes requested the City take various land use actions necessary for it to develop a gated small lot subdivision (the "Project") on a 9.01-acre lot, located at the northwest corner of Lewis Street and Garden Grove Boulevard. The Project consists of 70 single-family residential detached units with attached enclosed two car garages, along with related street and open space improvements, and has been designed to satisfy the special requirements set forth in Municipal Code for Small Lot Subdivisions.

On April 6, 2017, the Planning Commission held a public hearing to consider General Plan Amendment No. GPA 001 2017, Planned Unit Development No. PUD 006 2017, Tentative Tract Map No. TT 17927 2017, Site Plan No. SP 028 2017, and Development Agreement No. DA 006 2017, which are the land use entitlements necessary to approve the Project. The Planning Commission adopted Resolutions (i)

recommending City Council adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the proposed Project and approval of GPA 001 2017, PUD 006 2017, and DA 006 2017, and (ii) contingently approving SP 028 2017 and TT 17927-2017, subject to specified conditions of approval.

Currently, a portion of the project site, at the northeast corner, is located within the jurisdictional territory and Sphere of Influence of the City of Orange. Development of the proposed Project requires a Sphere of Influence change and detachment/annexation of 0.901 acres (the "RO 17-01 Territory") from the City of Orange to the City of Garden Grove and the Garden Grove Sanitary District. The applicant requested that the City initiate proceedings with the Orange County Local Agency Formation Commission (LAFCO) for a change of organization that would adjust the boundary between the Cities of Garden Grove and Orange and result in the detachment and annexation of approximately 0.901 acres from the City of Orange to the City of Garden Grove and the Garden Grove Sanitary District.

Orange County LAFCO is the government agency charged with controlling the boundaries of cities and special districts. Per state statute, Orange County LAFCO has the authority to adopt and update a "sphere of influence" for each city and to approve or disapprove all boundary changes/detachments/annexations. A city's "sphere of influence" includes that property located outside of the city that is designated for potential future annexation to the city. In order for Orange County LAFCO to approve the annexation of property to a city, the city's "sphere of influence" must include the property, and the city's General Plan must cover the property. A city is also to "pre zone" property within its sphere of influence so that zoning and development standards are already in place when and if the property is ultimately annexed to the city.

On May 23, 2017, the City Council approved the Planning Commission recommendation and took the following actions: (i) adopted a Resolution adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project; (ii) adopted a Resolution approving General Plan Amendment No. GPA 001 2017 to amend the City of Garden Grove's General Plan Land Use Map to modify the General Plan Land Use Designation of the portion of the project site that is located within the City of Garden Grove from Civic/Institutional to Low Density Residential and to include the properties to be annexed under the General Plan Land use Designation of Low Density Residential; (iii) introduced and conducted the first reading of an Ordinance approving Planned Unit Development No. PUD 006 2017 to amend the City's official Zoning Map to change the zoning for the portion of the project site that is located within the City of Garden Grove and to "pre zone" the properties to be annexed to residential Planned Unit Development zoning (PUD 006 2017) with R 1 (Single-Family Residential) base zoning; (iv) introduced and conducted the first reading of an Ordinance approving Development Agreement No. DA 006 2017; and (v) adopted a Resolution authorizing the initiation of, and recommending the Orange County Local Agency Formation Commission take

proceedings for the Lewis Street Reorganization Between the City of Garden Grove and the City of Orange (RO 17-01), consisting of the detachment and annexation of approximately 0.901 acres of territory from the City of Orange to the City of Garden Grove and the Garden Grove Sanitary District, in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.

DISCUSSION

The Cities of Garden Grove and Orange have discussed and agreed on the terms of the proposed reorganization of the city boundaries and annexation of the subject 0.901 acres to the City of Garden Grove. In summary, the reorganization consists of: (i) the detachment of 0.901 acres from the City of Orange; (ii) annexation of the same territory to the City of Garden Grove and the Garden Grove Sanitary District; and (iii) concurrent amendment to each agency's sphere of influence. The reorganization would adjust the boundary between the City of Garden Grove and the City of Orange so that it would follow the centerline of Lewis Street north to the centerline of El Prado Avenue. Just north of the triangular section of undeveloped land created by the rerouting of Lewis Street as a result of the construction of the SR-22 Freeway, the adjusted boundary would rejoin the existing boundary between the two cities. The reasons for the proposed Reorganization are as follows: The construction of the 22 Freeway to the north of the proposed reorganization required the realignment of Lewis Street, moving it almost completely within the City of Orange; and the Project, which consists of developing a small lot residential subdivision of 70 homes within the City of Garden Grove on parcels located on the west side of Lewis Street, requires the change in organization which will serve to promote logical, efficient, and cost effective delivery of public services to the annexed property.

The property owners and LAFCO are in support of this request. The property owners have agreed to pay all processing fees associated with the annexation and necessary City land use actions and, following the annexation, to pay all generally applicable City taxes and assessments, including the City's Paramedic Tax and City-wide street lighting and park maintenance assessments. These additional tax and assessment revenues will help offset the incremental additional costs of providing fire, police, and other City services to the annexed property. Upon completion of the annexation, the City will take over responsibility for providing police, fire, and other city services, including water service, to the property, and will also assume ownership of, and responsibility for all right-of-way and public facilities adjacent to the property that are currently owned by the City of Orange.

The City of Garden Grove has filed an application with the Orange County LAFCO for the reorganization of the City of Orange and City of Garden Grove boundaries affecting approximately 0.901 acres of territory currently located in the City of Orange, which reorganization is identified for reference as the "Lewis Street Reorganization Between the City of Garden Grove and the City of Orange" (RO 17-01) (the "Reorganization").

Sections 99 and 99.01 of the California Revenue and Taxation Code requires

jurisdictions involved in such a jurisdictional change to adopt resolutions agreeing to a property tax redistribution prior to LAFCO's approval of the Reorganization pursuant to Section 56658 of the California Government Code.

The City of Orange, the City of Garden Grove, and the Garden Grove Sanitary District recognize that the RO 17-01 Territory would be more efficiently served by the City of Garden Grove and the Garden Grove Sanitary District and that it is appropriate to distribute one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory to the City of Garden Grove and the Garden Grove Sanitary District upon the effective date of the Reorganization.

As such, an agreement with the City of Orange and the City of Garden Grove/Garden Grove Sanitary District have been reached, subject to approval of their respective governing bodies, regarding exchange of property tax as a result of the proposed Reorganization, whereby, upon the effective date of the Reorganization, the City of Garden Grove and the Garden Grove Sanitary District shall receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory.

FINANCIAL IMPACT

The Auditor Controller, of the County of Orange, provided a revenue impact analysis for agencies affected by the proposed jurisdictional boundary change (RO 17-01). The analysis states that the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory, is \$62.99, which is also the amount of property tax that is subject to negotiation between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange.

Upon the effective date of the Reorganization, the City of Garden Grove and the Garden Grove Sanitary District will receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory, which shall be allocated between the City of Garden Grove and the Garden Grove Sanitary District in the following proportions, unless the City of Garden Grove and the Garden Grove Sanitary District mutually agree to adjust the allocation proportions:

City of Garden Grove: 83.532%

Garden Grove Sanitary District: 16.468%

RECOMMENDATION

It is recommended that the Garden Grove Sanitary District/City Council:

- Adopt concurrent Resolutions approving a Property Tax Exchange Agreement between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange regarding the Lewis Street Reorganization Between the City of

Garden Grove and the City of Orange (RO 17-01).

By: Chris Chung, Urban Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proposed Garden Grove Sanitary District Resolution approving a property tax exchange agreement between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange regarding the Lewis Street Reorganization Between the City of Garden Grov	10/17/2017	Resolution Letter	Property_Tax_Exchange_Agreement_GGSD_Draft_Reso.docx
Proposed City Council Resolution approving a property tax exchange agreement between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange regarding the Lewis Street Reorganization Between the City of Garden Grove and the City of	10/17/2017	Resolution Letter	Property_Tax_Exchange_Agreement_City_Council_Draft_Reso.docx

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT, CALIFORNIA APPROVING A PROPERTY TAX EXCHANGE AGREEMENT BETWEEN THE CITY OF GARDEN GROVE, THE GARDEN GROVE SANITARY DISTRICT, AND THE CITY OF ORANGE REGARDING THE LEWIS STREET REORGANIZATION BETWEEN THE CITY OF GARDEN GROVE AND THE CITY OF ORANGE (RO 17-01)

WHEREAS, the City of Garden Grove has filed an application with the Local Agency Formation Commission for the reorganization of the City of Orange and City of Garden Grove boundaries affecting approximately 0.901 acres of territory (the "RO 17-01 Territory") currently located in the City of Orange, which reorganization is identified for reference as the "Lewis Street Reorganization Between the City of Garden Grove and the City of Orange" (RO 17-01) (the "Reorganization"); and

WHEREAS, the Garden Grove Sanitary District is a subsidiary district of the City of Garden Grove and provides sewer and solid waste collection services within the boundaries of the City of Garden Grove; and

WHEREAS, the RO 17-01 Territory is respectively described and depicted on Exhibit "A" and Exhibit "B" attached hereto, is currently located in Tax Rate Area 08-002, and consists of (1) an uninhabited parcel of private property identified as Assessor's Parcel No. 231-255-01 owned by the Christ Catholic Cathedral Facilities Corporation; (2) an uninhabited portion of a parcel of real property identified as Assessor's Parcel No. 231-041-28 owned by Christ Catholic Cathedral Facilities Corporation; and (3) and portions of the Lewis Street and El Prado Avenue right-of-way owned by the City of Orange; and

WHEREAS, the reasons for the proposed Reorganization are as follows: The construction of the 22 Freeway to the north of the proposed reorganization required the realignment of Lewis Street, moving it almost completely within the City of Orange. An application to develop a small lot residential subdivision of 70 homes within the City of Garden Grove on parcels located on the west side of Lewis Street requires the change in organization to more efficiently provide for utilities and services to the proposed residential subdivision; and

WHEREAS, the proposed reorganization would detach the RO 17-01 Territory from the City of Orange and annex it to the City of Garden Grove and the Garden Grove Sanitary District, and adjust the boundary between the City of Garden Grove and the City of Orange so that it would follow the centerline of Lewis Street north to the centerline of El Prado Avenue; and

WHEREAS, the proposed reorganization will serve to promote logical, efficient, and cost effective delivery of public services; and

WHEREAS, the City of Orange supports the proposed Reorganization; and

WHEREAS, the City of Orange, the City of Garden Grove, and the Garden Grove Sanitary District recognize that the RO 17-01 Territory would be more efficiently served by the City of Garden Grove and the Garden Grove Sanitary District and that is appropriate to distribute 100 percent of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory to the City of Garden Grove and the Garden Grove Sanitary District upon the effective date of the Reorganization; and

WHEREAS, Sections 99 and 99.01 of the California Revenue and Taxation Code requires jurisdictions involved in such a jurisdictional change to adopt resolutions agreeing to a property tax redistribution prior to LAFCO's issuance of a certificate of filing pursuant to Section 56658 of the California Government Code; and

WHEREAS, the staffs of the City of Orange and the City of Garden Grove/Garden Grove Sanitary District have reached an agreement, subject to approval of their respective governing bodies, regarding exchange of property tax as a result of the proposed Reorganization, whereby, upon the effective date of the Reorganization, the City of Garden Grove and the Garden Grove Sanitary District shall receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory; and

WHEREAS, the staffs of the City of Orange and the City of Garden Grove/Garden Grove Sanitary District recommend that concurrent resolutions be adopted and approved by their respective City Councils and Boards of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Garden Grove Sanitary District does hereby approve the property tax exchange agreement reached between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange whereby, upon completion of the Lewis Street Reorganization Between the City of Garden Grove and the City of Orange (RO 17-01) and detachment and annexation of the RO 17-01 Territory described and depicted in Exhibits "A" and "B", respectively, from the City of Orange to the City of Garden Grove and the Garden Grove Sanitary District, the City of Garden Grove and the Garden Grove Sanitary District shall receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory, which shall be allocated between the City of Garden Grove and the Garden Grove Sanitary District in the following proportions, unless the City of Garden Grove and the Garden Grove Sanitary District mutually agree to adjust the allocation proportions:

City of Garden Grove: 83.532%

Garden Grove Sanitary District: 16.468%

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EXHIBIT "A"

**"LEWIS STREET REORGANIZATION BETWEEN THE
CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 4 SOUTH, RANGE 10 WEST, RANCHO LAS BOLSAS TOGETHER WITH THAT PORTION
OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, IN THE
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN
ANNEXATION NO. 27 TO THE CITY OF GARDEN GROVE, CERTIFIED SEPTEMBER 13, 1957 BY THE
SECRETARY OF STATE OF THE STATE OF CALIFORNIA AS ORD. NO. 84, SAID POINT BEING
DISTANT SOUTH 00°40'39" WEST 30.00 FEET AND NORTH 89°21'36" WEST 20.00 FEET FROM THE
SOUTH QUARTER CORNER OF SAID SECTION 35, SAID SOUTH QUARTER CORNER ALSO BEING
THE CENTERLINE INTERSECTION OF LEWIS STREET AND GARDEN GROVE BOULEVARD, AS
SHOWN ON RECORD OF SURVEY NO. 2003-1073, AS PER MAP RECORDED IN BOOK 206, PAGES 5
THROUGH 20, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID
CENTERLINE INTERSECTION ALSO BEING ORANGE COUNTY SURVEYOR'S HORIZONTAL
CONTROL STATION GPS NO. 3090, HAVING A COORDINATE VALUE (U.S. SURVEY FOOT) OF
NORTH 2229385.177 AND EAST 6061044.495 BASED UPON THE CALIFORNIA COORDINATE
SYSTEM (CCS83), ZONE VI, NORTH AMERICAN DATUM OF 1983 (1991.35 EPOCH, ORANGE
COUNTY SURVEYOR GPS ADJUSTMENT) AS SHOWN ON SAID RECORD OF SURVEY;
THENCE ALONG THE GENERAL NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND
DESCRIBED IN ANNEXATION NO. 4 TO THE CITY OF GARDEN GROVE, CERTIFIED DECEMBER 31,
1956 BY SAID SECRETARY OF STATE AS ORD NO. 24, SOUTH 89°21'36" EAST 20.00 FEET TO ITS
INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF SAID LEWIS
STREET;
THENCE LEAVING SAID GENERAL NORTHERLY LINE AND ALONG SAID PROLONGATION AND
SAID CENTERLINE, SAID CENTERLINE ALSO SHOWN ON RECORD OF SURVEY NO. 2003-1006, AS
PER MAP RECORDED IN BOOK 199, PAGES 1 THROUGH 16, INCLUSIVE OF RECORDS OF SURVEY,
RECORDS OF SAID COUNTY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°40'39" EAST 329.58 FEET TO THE BEGINNING OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 700.00 FEET;

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- 2. NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 265.67 FEET THROUGH A CENTRAL ANGLE OF 21°44'43";
- 3. NORTH 22°25'22" EAST 195.46 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF EL PRADO AVENUE AS SHOWN ON SAID RECORD OF SURVEY NO. 2003-1006 AND TRACT NO. 5540, AS PER MAP RECORDED IN BOOK 201, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID CENTERLINE OF LEWIS STREET AND ALONG SAID CENTERLINE OF EL PRADO AVENUE, NORTH 67°29'31" WEST 110.12 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET,
 THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE, NORTHWESTERLY 41.34 FEET THROUGH A CENTRAL ANGLE OF 15°47'32" TO A POINT OF NON-TANGENCY ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN ANNEXATION NO. 131 TO THE CITY OF GARDEN GROVE, CERTIFIED NOVEMBER 29, 1968 BY SAID SECRETARY OF STATE AS ORD. NO. 1029, A RADIAL LINE TO SAID POINT BEARS NORTH 06°42'58" EAST;
 THENCE LEAVING SAID CENTERLINE AND ALONG SAID EASTERLY LINE AND CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID ANNEXATION NO. 27, SOUTH 00°40'39" WEST 821.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,328 SQUARE FEET OR 0.901 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 10th DAY OF August, 2017

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

KRT
 KURT R. TROXELL, L.S. 7854



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EXHIBIT "A"
**"LEWIS STREET REORGANIZATION BETWEEN THE
CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)**

THIS DESCRIPTION AND MAP OF PROPOSED REORGANIZATION DOES MEET THE APPROVAL OF
THE ORANGE COUNTY SURVEYOR'S OFFICE.

DATED THIS 21ST DAY OF August, 2017.

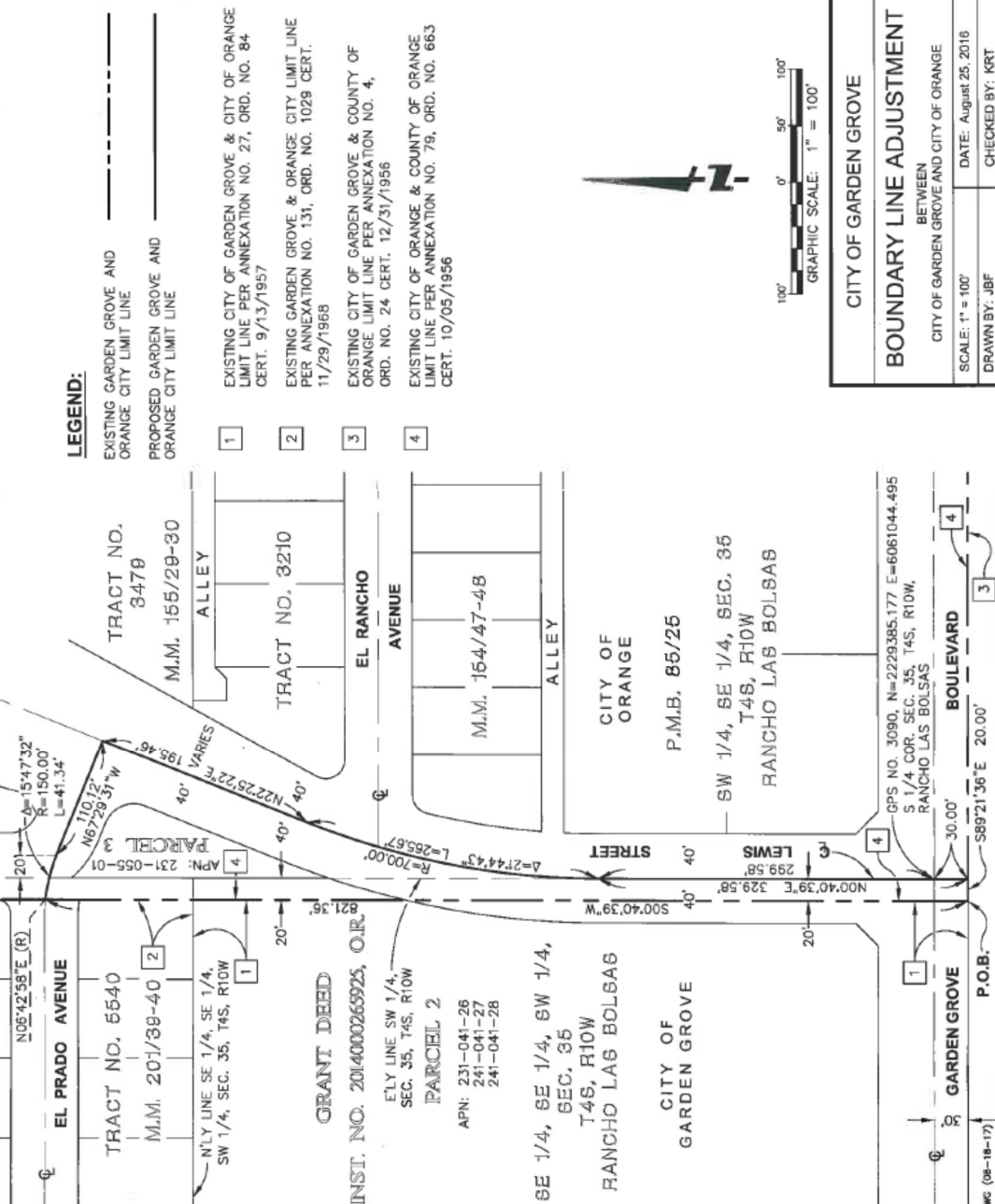


KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXP. 12/31/2017



EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION
"LEWIS STREET REORGANIZATION BETWEEN THE CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)



LEGEND:

- 1 EXISTING GARDEN GROVE AND ORANGE CITY LIMIT LINE
- 2 PROPOSED GARDEN GROVE AND ORANGE CITY LIMIT LINE
- 3 EXISTING CITY OF GARDEN GROVE & CITY OF ORANGE LIMIT LINE PER ANNEXATION NO. 27, ORD. NO. 84 CERT. 9/13/1957
- 4 EXISTING GARDEN GROVE & ORANGE CITY LIMIT LINE PER ANNEXATION NO. 131, ORD. NO. 1029 CERT. 11/29/1968
- 5 EXISTING CITY OF GARDEN GROVE & COUNTY OF ORANGE LIMIT LINE PER ANNEXATION NO. 4, ORD. NO. 24 CERT. 12/31/1956
- 6 EXISTING CITY OF ORANGE & COUNTY OF ORANGE LIMIT LINE PER ANNEXATION NO. 78, ORD. NO. 663 CERT. 10/05/1956



CITY OF GARDEN GROVE
BOUNDARY LINE ADJUSTMENT
BETWEEN CITY OF GARDEN GROVE AND CITY OF ORANGE
SCALE: 1" = 100'
DATE: August 25, 2016
DRAWN BY: JBF
CHECKED BY: KRT

SURVEYOR'S STATEMENT:
THIS PROPOSAL WAS PREPARED BY ME OR UNDER MY SUPERVISION.
DATED THIS 18th DAY OF August, 2017
[Signature]
KURT R. TROXELL, L.S. 7854



NOTE:
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCSR83), ZONE VI, 1983 NAD (1991.35 EPOCH OCS GPS ADJUSTMENT).
ALL DIMENSIONS SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99998291

AREA OF REORGANIZATION:
AREA = 39,238 SQUARE FEET
(0.901 ACRES)

COUNTY SURVEYOR'S STATEMENT:
THIS DESCRIPTION AND MAP OF PROPOSED REORGANIZATION DOES MEET THE APPROVAL OF THE ORANGE COUNTY SURVEYOR'S OFFICE.
DATED THIS 21st DAY OF August, 2017
[Signature]
KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXP. 12/31/2017



FUSCOE
ENGINEERS
1795 Von Karman, Suite 100, Irvine, California 92606
Tel: 949-471-1966 • Fax: 949-471-5315 • www.fuscoe.com

U:\MAPS\17-01\17-01\LEGAL\APR03\0645-01380-EXH EDWG (08-18-17)

CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA APPROVING A PROPERTY TAX EXCHANGE AGREEMENT BETWEEN THE CITY OF GARDEN GROVE, THE GARDEN GROVE SANITARY DISTRICT, AND THE CITY OF ORANGE REGARDING THE LEWIS STREET REORGANIZATION BETWEEN THE CITY OF GARDEN GROVE AND THE CITY OF ORANGE (RO 17-01)

WHEREAS, the City of Garden Grove has filed an application with the Local Agency Formation Commission for the reorganization of the City of Orange and City of Garden Grove boundaries affecting approximately 0.901 acres of territory (the "RO 17-01 Territory") currently located in the City of Orange, which reorganization is identified for reference as the "Lewis Street Reorganization Between the City of Garden Grove and the City of Orange" (RO 17-01) (the "Reorganization"); and

WHEREAS, the Garden Grove Sanitary District is a subsidiary district of the City of Garden Grove and provides sewer and solid waste collection services within the boundaries of the City of Garden Grove; and

WHEREAS, the RO 17-01 Territory is respectively described and depicted on Exhibit "A" and Exhibit "B" attached hereto, is currently located in Tax Rate Area 08-002, and consists of (1) an uninhabited parcel of private property identified as Assessor's Parcel No. 231-255-01 owned by the Christ Catholic Cathedral Facilities Corporation; (2) an uninhabited portion of a parcel of real property identified as Assessor's Parcel No. 231-041-28 owned by Christ Catholic Cathedral Facilities Corporation; and (3) and portions of the Lewis Street and El Prado Avenue right-of-way owned by the City of Orange; and

WHEREAS, the reasons for the proposed Reorganization are as follows: The construction of the 22 Freeway to the north of the proposed reorganization required the realignment of Lewis Street, moving it almost completely within the City of Orange. An application to develop a small lot residential subdivision of 70 homes within the City of Garden Grove on parcels located on the west side of Lewis Street requires the change in organization to more efficiently provide for utilities and services to the proposed residential subdivision; and

WHEREAS, the proposed reorganization would detach the RO 17-01 Territory from the City of Orange and annex it to the City of Garden Grove and the Garden Grove Sanitary District, and adjust the boundary between the City of Garden Grove and the City of Orange so that it would follow the centerline of Lewis Street north to the centerline of El Prado Avenue; and

WHEREAS, the proposed reorganization will serve to promote logical, efficient, and cost effective delivery of public services; and

WHEREAS, the City of Orange supports the proposed Reorganization; and

WHEREAS, the City of Orange, the City of Garden Grove, and the Garden Grove Sanitary District recognize that the RO 17-01 Territory would be more efficiently served by the City of Garden Grove and the Garden Grove Sanitary District and that is appropriate to distribute 100 percent of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory to the City of Garden Grove and the Garden Grove Sanitary District upon the effective date of the Reorganization; and

WHEREAS, Sections 99 and 99.01 of the California Revenue and Taxation Code requires jurisdictions involved in such a jurisdictional change to adopt resolutions agreeing to a property tax redistribution prior to LAFCO's issuance of a certificate of filing pursuant to Section 56658 of the California Government Code; and

WHEREAS, the staffs of the City of Orange and the City of Garden Grove/Garden Grove Sanitary District have reached an agreement, subject to approval of their respective governing bodies, regarding exchange of property tax as a result of the proposed Reorganization, whereby, upon the effective date of the Reorganization, the City of Garden Grove and the Garden Grove Sanitary District shall receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory; and

WHEREAS, the staffs of the City of Orange and the City of Garden Grove/Garden Grove Sanitary District recommend that concurrent resolutions be adopted and approved by their respective City Councils and Boards of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby approve the property tax exchange agreement reached between the City of Garden Grove/Garden Grove Sanitary District and the City of Orange whereby, upon completion of the Lewis Street Reorganization Between the City of Garden Grove and the City of Orange (RO 17-01) and detachment and annexation of the RO 17-01 Territory described and depicted in Exhibits "A" and "B", respectively, from the City of Orange to the City of Garden Grove and the Garden Grove Sanitary District, the City of Garden Grove and the Garden Grove Sanitary District shall receive one hundred percent (100%) of the City of Orange's share of the one percent basic levy of property tax generated within the RO 17-01 Territory, which shall be allocated between the City of Garden Grove and the Garden Grove Sanitary District in the following proportions, unless the City of Garden Grove and the Garden Grove Sanitary District mutually agree to adjust the allocation proportions:

City of Garden Grove: 83.532%

Garden Grove Sanitary District: 16.468%

1 **EXHIBIT "A"**

2 **"LEWIS STREET REORGANIZATION BETWEEN THE**
3 **CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)**

4
5 THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
6 TOWNSHIP 4 SOUTH, RANGE 10 WEST, RANCHO LAS BOLSAS TOGETHER WITH THAT PORTION
7 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, IN THE
8 CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY
9 DESCRIBED AS FOLLOWS:

10
11 **BEGINNING** AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN
12 ANNEXATION NO. 27 TO THE CITY OF GARDEN GROVE, CERTIFIED SEPTEMBER 13, 1957 BY THE
13 SECRETARY OF STATE OF THE STATE OF CALIFORNIA AS ORD. NO. 84, SAID POINT BEING
14 DISTANT SOUTH 00°40'39" WEST 30.00 FEET AND NORTH 89°21'36" WEST 20.00 FEET FROM THE
15 SOUTH QUARTER CORNER OF SAID SECTION 35, SAID SOUTH QUARTER CORNER ALSO BEING
16 THE CENTERLINE INTERSECTION OF LEWIS STREET AND GARDEN GROVE BOULEVARD, AS
17 SHOWN ON RECORD OF SURVEY NO. 2003-1073, AS PER MAP RECORDED IN BOOK 206, PAGES 5
18 THROUGH 20, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID
19 CENTERLINE INTERSECTION ALSO BEING ORANGE COUNTY SURVEYOR'S HORIZONTAL
20 CONTROL STATION GPS NO. 3090, HAVING A COORDINATE VALUE (U.S. SURVEY FOOT) OF
21 NORTH 2229385.177 AND EAST 6061044.495 BASED UPON THE CALIFORNIA COORDINATE
22 SYSTEM (CCS83), ZONE VI, NORTH AMERICAN DATUM OF 1983 (1991.35 EPOCH, ORANGE
23 COUNTY SURVEYOR GPS ADJUSTMENT) AS SHOWN ON SAID RECORD OF SURVEY;
24 THENCE ALONG THE GENERAL NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND
25 DESCRIBED IN ANNEXATION NO. 4 TO THE CITY OF GARDEN GROVE, CERTIFIED DECEMBER 31,
26 1956 BY SAID SECRETARY OF STATE AS ORD NO. 24, SOUTH 89°21'36" EAST 20.00 FEET TO ITS
27 INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF SAID LEWIS
28 STREET;
29 THENCE LEAVING SAID GENERAL NORTHERLY LINE AND ALONG SAID PROLONGATION AND
30 SAID CENTERLINE, SAID CENTERLINE ALSO SHOWN ON RECORD OF SURVEY NO. 2003-1006, AS
31 PER MAP RECORDED IN BOOK 199, PAGES 1 THROUGH 16, INCLUSIVE OF RECORDS OF SURVEY,
32 RECORDS OF SAID COUNTY, THE FOLLOWING THREE (3) COURSES:

- 33
34 1. NORTH 00°40'39" EAST 329.58 FEET TO THE **BEGINNING** OF A CURVE CONCAVE
35 SOUTHEASTERLY HAVING A RADIUS OF 700.00 FEET;

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- 2. NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 265.67 FEET THROUGH A CENTRAL ANGLE OF 21°44'43";
- 3. NORTH 22°25'22" EAST 195.46 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF EL PRADO AVENUE AS SHOWN ON SAID RECORD OF SURVEY NO. 2003-1006 AND TRACT NO. 5540, AS PER MAP RECORDED IN BOOK 201, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID CENTERLINE OF LEWIS STREET AND ALONG SAID CENTERLINE OF EL PRADO AVENUE, NORTH 67°29'31" WEST 110.12 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET, THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE, NORTHWESTERLY 41.34 FEET THROUGH A CENTRAL ANGLE OF 15°47'32" TO A POINT OF NON-TANGENCY ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN ANNEXATION NO. 131 TO THE CITY OF GARDEN GROVE, CERTIFIED NOVEMBER 29, 1968 BY SAID SECRETARY OF STATE AS ORD. NO. 1029, A RADIAL LINE TO SAID POINT BEARS NORTH 06°42'58" EAST; THENCE LEAVING SAID CENTERLINE AND ALONG SAID EASTERLY LINE AND CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID ANNEXATION NO. 27, SOUTH 00°40'39" WEST 821.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,328 SQUARE FEET OR 0.901 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 10th DAY OF August, 2017

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


KURT R. TROXELL, L.S. 7854



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EXHIBIT "A"
**"LEWIS STREET REORGANIZATION BETWEEN THE
CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)**

THIS DESCRIPTION AND MAP OF PROPOSED REORGANIZATION DOES MEET THE APPROVAL OF
THE ORANGE COUNTY SURVEYOR'S OFFICE.

DATED THIS 21ST DAY OF August, 2017.

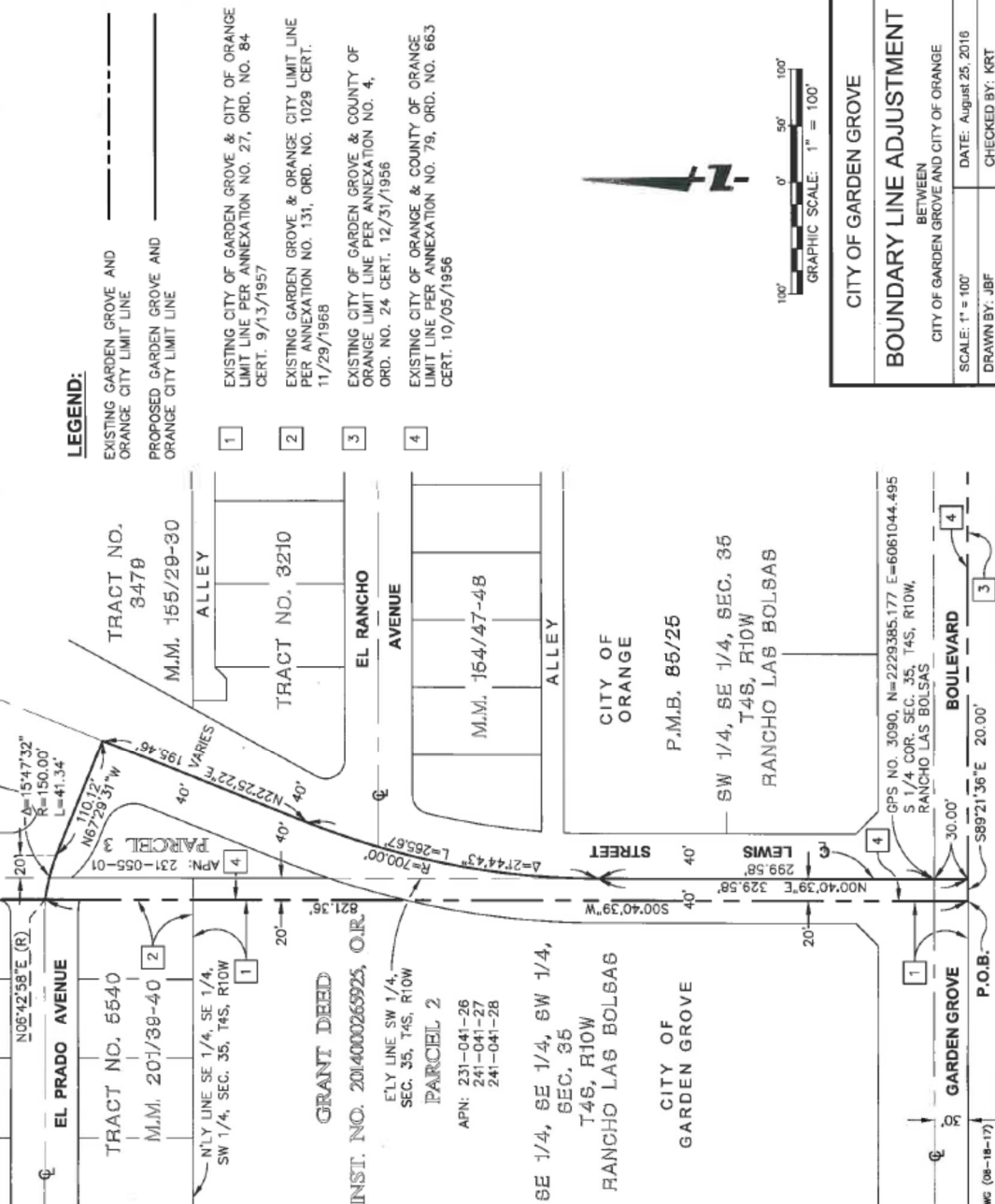
Kevin R. Hills

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXP. 12/31/2017



EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION
"LEWIS STREET REORGANIZATION BETWEEN THE CITY OF GARDEN GROVE AND THE CITY OF ORANGE" (RO 17-01)



LEGEND:

- EXISTING GARDEN GROVE AND ORANGE CITY LIMIT LINE
- PROPOSED GARDEN GROVE AND ORANGE CITY LIMIT LINE
- 1 EXISTING CITY OF GARDEN GROVE & CITY OF ORANGE LIMIT LINE PER ANNEXATION NO. 27, ORD. NO. 84, CERT. 9/13/1957
- 2 EXISTING GARDEN GROVE & ORANGE CITY LIMIT LINE PER ANNEXATION NO. 131, ORD. NO. 1029 CERT. 11/29/1968
- 3 EXISTING CITY OF GARDEN GROVE & COUNTY OF ORANGE LIMIT LINE PER ANNEXATION NO. 4, ORD. NO. 24 CERT. 12/31/1956
- 4 EXISTING CITY OF ORANGE & COUNTY OF ORANGE LIMIT LINE PER ANNEXATION NO. 78, ORD. NO. 663 CERT. 10/05/1956



CITY OF GARDEN GROVE	
BOUNDARY LINE ADJUSTMENT	
BETWEEN CITY OF GARDEN GROVE AND CITY OF ORANGE	
SCALE: 1" = 100'	DATE: August 25, 2016
DRAWN BY: JBF	CHECKED BY: KRT

SURVEYOR'S STATEMENT:
THIS PROPOSAL WAS PREPARED BY ME OR UNDER MY SUPERVISION.

DATED THIS 18th DAY OF August, 2017

[Signature]
KURT R. TROXELL, L.S. 7854



NOTE:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCSR83), ZONE VI, 1983 NAD (1991.35 EPOCH OCS GPS ADJUSTMENT).

ALL DIMENSIONS SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99998291

AREA OF REORGANIZATION:

AREA = 39,238 SQUARE FEET
(0.901 ACRES)

COUNTY SURVEYOR'S STATEMENT:

THIS DESCRIPTION AND MAP OF PROPOSED REORGANIZATION DOES MEET THE APPROVAL OF THE ORANGE COUNTY SURVEYOR'S OFFICE.

DATED THIS 21st DAY OF August, 2017

[Signature]
KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXP. 12/31/2017



FUSCOE
ENGINEERS
1795 Von Karman, Suite 100, Irvine, California 92606
Tel: (949) 471-1966 • Fax: (949) 471-5315 • www.fuscoe.com

U:\MAPS\17-01\17-01\LEGAL\A\F003\0645-01380-EXH EDWG (08-18-17)

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: General Manager Dept.: Public Works
Subject: Joint Item with the City Date: 10/24/2017
 Council: Acceptance of
 Sanitary District Project Nos.
 7834 and 7837, and City
 Project No. 7405 - East
 Garden Grove Storm Drain
 and Sewer Improvements as
 complete. (*Action Item*)

OBJECTIVE

For the Garden Grove Sanitary District Board (District Board) and City Council to jointly accept Sanitary District Project Nos. 7834 and 7837 and City Project No. 7405, the East Garden Grove Storm Drain and Sewer Improvements as complete, and authorize the General Manager/City Manager to execute the Notice of Completion of Public Improvements and Work.

BACKGROUND

This Project combines storm drain and sewer construction work in one construction contract for the purposes of the most efficient and economic delivery of both types of underground construction projects. The storm drain improvements are located on Lampson Avenue and Rancho Way and include the removal and replacement of existing catch basins, sidewalks, curbs and gutters, access ramps and cross gutters, rehabilitation of existing alleys, adjustment of utility covers to finish surfaces, installation of traffic loop detectors, and other pertinent work. The sewer improvements consist of constructing new replacement sewer lines in Nutwood Street, Imperial Avenue, and Central Avenue. The improvements include approximately 3,681 linear feet of new replacement extra strength Vitrified Clay Pipe (VCP) sewer line of various sizes (8-inch, 10-inch, 12-inch, and 15-inch), installation of approximately 554 linear feet of new replacement 8-inch Polyvinyl Chloride Pipe (PVC) sewer line, construction of twenty one (21) new sewer manholes, removal of twenty (20) existing sewer manholes, and removal and/or abandonment of existing sewer pipes.

DISCUSSION

The contractor, Mamco, Inc., has completed this project in accordance with the

plans, specifications and other contract documents.

FINANCIAL IMPACT

The project was funded with Drainage Fee Funds and Sewer Funds, and was completed within budget and on schedule. The retention payment will be released after recordation of the Notice of Completion with the County of Orange.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Accept Sanitary District Project Nos. 7834 and 7837 and City Project No. 7405 East Garden Grove Storm Drain Sewer Improvements as complete;
- Authorize the General Manager/City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

It is recommended that the City Council:

- Accept City Project No. 7405, and Sanitary District Project Nos. 7834 and 7837 East Garden Grove Storm Drain and Sewer Improvements as complete;
- Authorize the City Manager/General Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Myung Chun
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	10/16/2017	Backup Material	10-24-17_Notice_of_Completion-#7405_7834_7837(Oct16-2017).pdf

RECORDING REQUESTED BY

When Recorded Mail To:

Secretary/City Clerk
Garden Grove Sanitary District/City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that the Garden Grove Sanitary District/City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

[CITY PROJECT NO. 7405, AND SANITARY DISTRICT PROJECT NOS. 7834 AND 7837 EAST GARDEN GROVE STORM DRAIN AND SEWER IMPROVEMENTS](#)

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the Secretary of the Garden Grove Sanitary District/City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with [MAMCO, INC.](#), on the [28th](#) day of [June 2016](#), and filed for record in the office of the Secretary of the Garden Grove Sanitary District/City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the Sanitary District/City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the Sanitary District/City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the [24th](#) day of [October 2017](#); that the nature of the title to said property of said Sanitary District/City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

NOTICE OF COMPLETION
CITY PROJECT NO. 7405, AND SANITARY DISTRICT PROJECT NOS. 7834 AND 7837 EAST
GARDEN GROVE STORM DRAIN AND SEWER IMPROVEMENTS
ACCEPT PROJECT AS COMPLETE
October 24, 2017
Page 2 of 2

CITY PROJECT NO. 7405, AND SANITARY DISTRICT PROJECT NOS. 7834 AND
7837 EAST GARDEN GROVE STORM DRAIN AND SEWER IMPROVEMENTS

NAME OF SURETY on Labor and Material Bond is: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
Tel No. (949) 756-0271

DATED this _____ day of _____ 20__

GARDEN GROVE SANITARY DISTRICT/
GARDEN GROVE CITY COUNCIL

By _____
General Manager/City Manager

ATTEST:

Secretary/City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on _____ at Garden Grove, California
(Date) (Place)

Dan Candelaria, P.E., T.E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: General Manager Dept.: Public Works
Subject: Approval of a Joint Use of Date: 10/24/2017
Sewerage Facilities with the
City of Santa Ana. (*Action
Item*)

OBJECTIVE

For the Garden Grove Sanitary District (GGSD) Board to approve a Joint Use of Sewerage Facilities agreement with the City of Santa Ana for shared sewer pipeline and mains.

BACKGROUND

GGSD currently shares sanitary sewer mains with the City of Santa Ana along city boundaries at thirteen separate locations. The City of Santa Ana and the Garden Grove Sanitary District entered into a Joint Use Agreement in 1985, which is outdated and incomplete. Joint use agreements serve to equitably cost share the operation and maintenance of shared sewerage facilities.

DISCUSSION

GGSD defined and modeled all areas of shared sewers between GGSD and the City of Santa Ana, which updated land areas, land use, and implemented currently accepted multipliers to determine contributing sewer flows by GGSD and the City of Santa Ana. The attached shared sewer agreement will replace the agreement from 1985, and defines responsibilities for GGSD and the City of Santa Ana when addressing maintenance and operation of shared sanitary sewers. The sharing of sewerage facilities provides cost saving benefits and ensures continuous service to residents and businesses along jurisdictional boundaries. The City of Santa Ana considered and approved the joint use agreement at their meeting held on August 1, 2017.

FINANCIAL IMPACT

There is no impact to the General fund and budget.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Approve the Joint Use of Sewerage Facilities agreement by and between the Garden Grove Sanitary District and the City of Santa Ana; and
- Authorize the General Manager to execute the agreement on behalf of the District.

By: Samuel Kim, P.E.
Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Shared Sewer Agreement	9/21/2017	Cover Memo	Shared_Sewer_Agreement-2017_Final.pdf

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL

DATE: AUG 17 2017

AGREEMENT FOR JOINT USE OF SEWERAGE FACILITIES

O: PWA (2)
Lud & Lopez

THIS AGREEMENT FOR JOINT USE OF SEWERAGE FACILITIES (the "Agreement") is made and entered into to be effective as of the 1st day of AUGUST, 2017 (the "Effective Date") by and between the Garden Grove Sanitary District ("District"), a subsidiary district of the City of Garden Grove, and the City of Santa Ana ("City"), a municipal corporation. District and City are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the District and City both own, operate, and maintain sewerage facilities within their respective jurisdictions; and

WHEREAS, it is necessary for District and City to enter into this Agreement to ensure effective operation and maintenance of sewerage facilities, protection of the public health and welfare, compliance with the Statewide Waste Discharge Requirements, and equitable cost sharing between District and City, for jointly used sewerage facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between the District and the City, as follows:

1. SHARED SANITARY SEWERS.

(a) Capacity Rights.

City hereby grants to District, and District hereby grants to City, capacity rights, subject to the provisions of this Agreement, in those shared sanitary sewers located within the territorial jurisdictions of City and District, respectively, the locations of which are shown on Exhibit "A" and described on Exhibit "B" attached hereto. District and City agree to use the shared sewers only to transport wastewater from those areas specified on Exhibit "A" as tributary to the shared sanitary sewers. The Parties agree to notify the other party if wastewater is transported outside the area depicted on Exhibit "A". The diversion, release, or transmission of wastewater from any other area into the shared sanitary sewer facilities by either Party, without express written consent of the other Party, shall be deemed to be a breach of this Agreement, provided that (i) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (ii) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach. The shared sanitary sewers, or portions thereof, shall be deemed to be at capacity when the measured peak dry weather flow has a depth equal to the following percentage of the sewer diameter, as verified through flow monitoring:

<u>Size of Sewer</u>	<u>Percentage of Sewer Diameter</u>
Existing Shared Sewers (All Diameters)	62%
New or Replacement Shared Sewers ($\geq 18''$ in Diameter)	62%
New or Replacement Shared Sewers ($< 18''$ in Diameter)	50%

If one Party to this Agreement determines by field measurements that a portion of a shared sanitary sewer is flowing at, above or within 10% of capacity, as defined herein, that Party shall immediately notify the other Party in writing, setting forth the sewer line capacity limits, the measured flow, and the depth of the peak dry weather flow, and provide any other information and documentation relating to the flow supporting the determination which the notifying party possesses.

Upon determination and notification that a sanitary sewer, or a portion or portions thereof, is at or exceeding capacity, both Parties shall immediately cease issuance of any additional sewer connection permits and permits for increases in the number of restrooms, sinks, showers, bathtubs, or square footage in existing building that directly or indirectly convey wastewater to those portions of that sewer that is at or exceeding capacity. The cessation of issuance of sewer connection permits and permits for increases in the number or restrooms, sinks, showers, bathtubs, and square footage in existing buildings shall continue in force until sufficient additional sewer capacity has been constructed and been placed in operation as provided for herein.

(b) Maintenance.

City and District each agree to maintain the portions of the shared sanitary sewers as shown on Exhibit "A" which are located within their respective jurisdictions in good condition and in at least the same manner and at the same frequency as all other comparable sanitary sewers maintained by City or District. Costs for routine maintenance of any portion of a shared sanitary sewer shall be borne by the Party within whose territory the shared sanitary sewer is located. For purposes of this Agreement, routine maintenance shall include anything that is within the normal scope of sewer line maintenance duties of the responsible Party's employees or contractors, including, but not limited to, regular cleaning of the entire system (including more frequent cleaning at problem areas), visual and closed circuit television inspection and re-inspection, pump station maintenance, and root removal. Any repair in excess of the normal scope of such duties, or which is necessitated by changes from the plan design conditions, shall be undertaken pursuant to Paragraph 1(c).

(c) Replacement or Repair of Shared Sanitary Sewers.

Both Parties acknowledge and agree that the shared sanitary sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sanitary sewers may need to be repaired or replaced. When a Party determines that a portion of shared sewer within its jurisdiction is in need of repair or replacement, it shall immediately notify the other Party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health or welfare problem, it shall be scheduled so that both parties can budget for the project in the second subsequent fiscal year, effectively allowing both parties to budget for the project two years after determination of need of repair or replacement. Work required to abate a public health or welfare problem shall be commenced immediately. Except in the case of work required to immediately abate a public health or welfare problem, the Parties shall meet to review the plans and specifications for the repair or replacement of the shared sanitary

sewer (i) upon their fifty percent (50%) completion and (ii) upon their completion, but prior to the solicitation of bids for the repair or replacement work.

The cost of repair or replacement of each shared sanitary sewer shall be apportioned to each Party according to flows as set forth on Exhibit "B." The total cost shall include both in-house and outside engineering, administration, and construction expenses. Prior to starting the repair or replacement work, the initiating Party shall invoice the other Party for its apportioned estimated cost share. The other Party shall promptly deposit the invoiced amount with the initiating Party. The initiating Party shall keep these monies in a segregated fund and use them only for the project for which they were deposited. Upon completion of the work and payment of all costs, the initiating Party shall submit a report setting forth all costs incurred together with either an invoice, or a refund for the difference between the actual apportioned cost and the deposit (and any related accumulated interest).

All repair and replacement work shall be done in accordance with applicable laws, ordinances, charter provisions related to public work projects, and the applicable standards and specifications of the Party within whose jurisdiction the work is being performed.

If, within 30 days after notification, the notified Party disagrees with the necessity for, or disagrees with the estimated cost of, the repair or replacement, it shall so notify the other Party in writing. If the parties are unable to agree upon the need for or cost of the repair or replacement, the Parties may pursue any other remedies authorized by this Agreement.

This Subsection 1(c) shall apply to any replacement of a shared sewer line by a new shared sewer line of equal or lesser capacity. Section 2 of this Agreement shall apply to replacement of existing shared sewer lines by new sewer lines with a capacity greater than the capacity of the line being replaced and the construction of new shared sewer lines.

(d) Compliance with Law.

Each Party hereby agrees to operate and maintain the shared sanitary sewers within its jurisdiction and those sanitary sewers within its jurisdiction that directly or indirectly connect to shared sanitary sewers in the other Party's jurisdiction in accordance with all applicable federal and state laws and regulations, including, but not limited to, any waste discharge requirements ("WDRs") lawfully established by the State Water Resources Control Board and/or the Santa Ana Regional Water Quality Control Board, and each Party's respective Operation and Maintenance Plan when such plan is adopted (collectively, "Applicable Laws and Regulations").

2. FUTURE SANITARY SEWERS.

(a) Annual Determination of Sufficiency of Capacity in Shared Sewers.

It is anticipated that future development in the tributary areas to the shared sanitary sewers may lead to a situation in which there is a need for additional capacity, as defined in Section 1, in some of the shared sanitary sewers. On or before October 1st of each year, each Party shall determine whether the shared sanitary sewers within its jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. Each Party shall bear their individual cost of performing the sufficiency of capacity determination

with respect to the sewers within their jurisdiction and will perform the determination by whatever means and methods they deem appropriate. The results of such determinations must be shared with the other Party by October 1st of each year when the results indicate that a shared sanitary sewer is near or over capacity as defined in Section 1.

(b) Construction of New Shared Sanitary Sewer

If a Party determines that any shared sanitary sewers within its jurisdiction will not have sufficient capacity to provide service without limiting connections for the next calendar year, then the Parties shall meet and determine within sixty (60) days the size and estimated cost of a new, larger sanitary sewer that will provide adequate capacity for ultimate planned development within the tributary areas. The Parties anticipate that such new, larger sanitary sewers will generally be designed and constructed as replacements for the then-existing shared sanitary sewers. Unless otherwise agreed by the Parties, the Party within whose jurisdiction the new sanitary sewer will be located shall be responsible for preparation of the plans and specifications for the new sanitary sewer. The Parties shall meet to review the plans and specifications (i) upon their fifty percent (50%) completion and (ii) upon their completion, but prior to the solicitation of bids for construction of new sanitary sewer.

The cost of the new sanitary sewer, including in-house and outside engineering, administrative, and construction, shall be apportioned between the parties in the proportions set forth on Exhibit "B."

The construction of the new line shall be scheduled to start by the mutual agreement of the parties, but in no event shall it be undertaken prior to the next July 1st so that both parties may budget for the required funds, unless earlier construction is required due to an immediate threat to public health and welfare or unless the parties mutually agree to earlier commencement of construction.

Prior to commencing construction, the Party within whose jurisdiction the new sanitary sewer will be located shall invoice the other Party for its apportioned share of the estimated total cost. The other Party shall promptly deposit the invoiced amount with the initiating Party. The initiating Party shall keep these monies in a segregated fund and use them only for the project for which they were deposited. Upon completion of the work, and payment of all costs, the initiating Party shall submit a report setting forth all costs incurred together with either an invoice, or a refund, for the difference between the actual apportioned cost and the deposit (and any related accumulated interest).

(c) Withdrawal of Tributary Areas in Lieu of Contribution to Cost of New Shared Sewer.

In lieu of contributing to the cost of a new, larger shared sanitary sewer, a Party may elect to withdraw the areas within its jurisdiction tributary to the shared sanitary sewer from coverage under this Agreement and construct alternative connections of the sanitary sewerage facilities in such tributary areas, provided that the Party provides notice to the other Party of its intention to withdraw such tributary areas and construct alternative connections and/or facilities prior to the award of a contract by the other Party for design of the new shared sanitary sewer. The failure to provide such notice prior to the award of the design contract shall constitute a waiver of the right to elect to withdraw. A Party that makes such an election to withdraw shall, as of eighteen (18) months

following the date of the election be deemed to have relinquished all capacity rights in, and rights to discharge to both the relevant existing shared sanitary sewer, to the extent such sewer remains in existence following construction of the new larger sanitary sewer, and any new supplemental or enlarged replacement sanitary sewer constructed by the other Party. The withdrawing Party shall commence construction of the alternate connections of the sanitary sewerage facilities and/or new facilities in affected tributary areas within a reasonable time after notifying the other Party of its election and, in the absence of a mutual agreement of the Parties providing otherwise, shall ensure that the alternate connections and/or facilities are constructed and in operation, and that the area served by the shared sewer no longer discharges into the shared sanitary sewer, no more than eighteen (18) months after notifying the other Party of its election. Such Party shall make a good faith effort to coordinate construction of its alternate sanitary sewer connections and/or facilities with the other Party's construction of the new sanitary sewer.

(d) Options in Event of Party's Failure to Fund Apportioned Share of New Shared Sewer.

If one of the Parties does not finance or fund its apportioned share of the new sanitary sewer or for any other reason declines to participate, then, unless such Party withdraws and constructs alternate connections as provided in Section 2(c), above, the other Party, at its sole option, may take any of the following actions:

- (i) Proceed to construct with its own funds a new supplemental sanitary sewer with capacity only for the tributary area or a portion thereof within its jurisdiction. If this option is exercised, then the non-participating Party shall have no capacity rights in the new supplemental sewer and, with respect to the existing shared sanitary sewer, shall immediately cease issuance of sewer connection permits and permits for additional fixtures in, and/or square footage additions to, existing buildings as provided for in Section 1(a). Such cessation of issuance of permits shall remain in effect until the non-participating Party constructs alternate sewer facilities with capacity for added flows from its tributary area or diverts the added flows to non-shared sanitary sewers. The non-participating party shall be solely responsible for all maintenance, repair, abandonment and enforcement costs of the existing shared sanitary sewer following the construction of the supplemental sanitary sewer until it constructs alternate sewer facilities or diverts all of its flows to non-shared sanitary sewers;
- (ii) Proceed to construct with its own funds a new, larger sanitary sewer with capacity for the tributary areas in the jurisdictions of both parties and recover from the non-participating Party that Party's proportionate share of all necessary and appropriate costs as determined after completion of construction, through mutual co-op agreement of the Parties ; and/or
- (iii) Pursue any remedy authorized in law, in equity, or by this Agreement.
- (e) Treatment of New Shared Sanitary Sewers and Amendment of Exhibits.

Upon completion of construction, new shared sanitary sewers shall be treated by the Parties in the same manner as existing shared sanitary sewers. The Parties shall, in good faith, negotiate an amendment to Exhibits A and B upon completion of each new shared sanitary sewer in order to

maintain an accurate record of the shared sanitary sewers and the appropriate unit flow factors and proportionate flows.

3. ARBITRATION.

If the parties are unable to agree on the necessity, cost, or apportionment of cost of repair, replacement, or construction of shared sanitary sewers, upon mutual agreement of the parties, the matter may be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq.

If the parties do not mutually agree to arbitration, either Party may pursue all remedies available to it under law, including the initiation of legal proceedings to determine each Party's rights and obligations.

4. ENFORCEMENT OF DISCHARGE REGULATIONS

(a) Primary Enforcement Responsibility.

Each Party agrees to keep in force and effect ordinances, regulations, and/or procedures regulating discharges of materials and substances into the sanitary sewers within its jurisdiction (collectively, "Discharge Regulations"), which are required by, and comply with, all Applicable Laws and Regulations. Each Party shall have primary responsibility for enforcing its own Discharge Regulations. For purposes of this Agreement, the term "enforcement" shall include monitoring, inspection, sampling, investigation of past and potential discharge violations, issuance of administrative orders and compliance schedules, recovery of administrative and civil penalties, obtaining injunctive relief to ensure compliance with applicable Discharge Regulations, and any other actions taken to ensure compliance with applicable Discharge Regulations. Nothing herein shall be construed to limit the ability of either Party to enforce its own Discharge Regulations or the terms and conditions of any sewer connection or discharge permits issued by such Party.

(b) Cooperation in Enforcement.

- (i) Either Party may request to participate with or accompany inspections being conducted within the areas tributary to the shared sanitary sewers that are outside of the requesting Party's jurisdiction, and the inspecting Party shall reasonably accommodate all such requests.
- (ii) The Parties agree to cooperate in exchanging reports, correspondence and other information relating to the discharges in the service areas within their respective jurisdictions which are tributary to the shared sanitary sewers, including data on all point sources relating to discharge quality, and information produced as a result of monitoring, inspection and enforcement. It is the intent of the parties that, except in an emergency as set forth in Section 3(b) (iii), if either Party determines that enforcement actions or additional enforcement actions are or may be needed with respect to a discharge originating within the other Party's jurisdiction, the Party so determining shall notify the other Party, and the Parties shall meet and confer in order to determine the appropriate enforcement actions to be taken and the roles of the Parties.

- (iii) In the event of a bona fide emergency, any affected Party may proceed with enforcement measures it reasonably deems necessary to protect the shared sanitary sewers within its jurisdiction, but such Party shall notify the other Party of such action as soon thereafter as possible.
 - (iv) Either Party, upon becoming aware through its monitoring or inspection or by information received from a discharger or a third party, of any discharge originating within any area within its jurisdiction that is tributary to a shared sanitary sewer within the other Party's jurisdiction, which presents an imminent danger to the public health, safety or welfare, or the environment, or which threatens to interfere with the operation of the other Party's sewerage system, shall immediately notify the other Party of such discharge. Each Party shall also immediately inform the other Party of any discharger within such tributary areas which has been determined by such Party to be in non-compliance with the terms of its discharge permit or such Party's Discharge Regulations and of what enforcement action is proposed to be taken by such determining Party.
- (c) City Delegation of Secondary Enforcement Authority to District.
- (i) Delegation of City's Enforcement Authority to District. To the extent permitted by law, City hereby delegates to District, the limited authority necessary, within the scope of this Agreement, to enforce City's Discharge Regulations and the terms and conditions of any sewer connection or discharge permits applicable in the service areas within the City's jurisdiction which are tributary to the shared sanitary sewers located within District's jurisdiction.
 - (ii) Secondary Enforcement by District. Within those portions of City's service areas that are tributary to shared sanitary sewers located within the District's jurisdiction, if the District makes a determination that enforcement or additional enforcement is necessary in a particular instance, and if the City has not initiated the enforcement or additional enforcement, the District shall be entitled to proceed independently to pursue enforcement as it deems appropriate; provided that the District has first requested that the City respond with the appropriate enforcement and the City has failed to respond within a period of time that is reasonable (based on the urgency of the circumstances). Except in an emergency, if the District determines to take independent actions pursuant to this paragraph, it shall first notify the City as soon as possible, but not less than twenty-four (24) hours in advance of the intended enforcement action. Such notice may be given in writing or by telephone or by electronic communication or facsimile, confirmed in writing.
- (d) District Delegation of Secondary Enforcement Authority to City.
- (i) Delegation of District's Enforcement Authority to City. To the extent permitted by law, District hereby delegates to City, the limited authority necessary, within the scope of this Agreement, to enforce District's Discharge Regulations and the terms and conditions of any sewer connection or discharge permits applicable in the service

areas within the District's jurisdiction which are tributary to the shared sanitary sewers located within City's jurisdiction.

- (ii) Secondary Enforcement by City. Within those portions of District's service areas that are tributary to shared sanitary sewers located within the City's jurisdiction, if the City makes a determination that enforcement or additional enforcement is necessary in a particular instance, and if the District has not initiated the enforcement or additional enforcement, the City shall be entitled to proceed independently to pursue enforcement as it deems appropriate; provided that the City has first requested that the District respond with the appropriate enforcement and the District has failed to respond within a period of time that is reasonable (based on the urgency of the circumstances). Except in an emergency, if the City determines to take independent actions pursuant to this paragraph, it shall first notify the District as soon as possible, but not less than twenty-four (24) hours in advance of the intended enforcement action. Such notice may be given in writing or by telephone or by electronic communication or facsimile, confirmed in writing.

(e) Nothing herein is intended to relieve either Party from any responsibility it may otherwise legally have for enforcement within its own jurisdiction or make the Parties jointly responsible therefore.

5. REMEDIES.

In addition to any other remedies provided elsewhere in this Agreement and by law, the parties shall be entitled to specific performance. The parties acknowledge that monetary damages are not an adequate remedy in the event of a breach by either Party to this Agreement with respect to the obligations to construct or repair facilities and to discontinue wastewater discharges to affected sewers. The Parties agree that the construction, repair or discontinuance obligations shall be specifically enforceable by any court of competent jurisdiction.

6. INDEMNIFICATION.

Each Party shall defend, indemnify and hold harmless the other Party and each of its officers, directors, council members, employees, agents and representatives against and from any and all actions, claims, damages to persons or property, fines, fees, penalties, obligations or liabilities, including attorney's fees, that may be asserted or claimed by a person, firm, corporation political subdivision, governmental agency, or other organization, arising out of, resulting from, or in connection with (i) the negligence or willful misconduct of itself, its officers, agents, employees, or representatives in the performance of this Agreement, and (ii) any wastewater discharge from a sanitary sewer operated by, or on behalf of, itself, into a shared sanitary sewer within the jurisdiction of the other Party.

7. TERM AND TERMINATION.

The term of this Agreement shall commence upon approval and execution of this document by both parties and shall expire on June 30, 2067. This Agreement may be terminated by written notice to the other party at least 18 months in advance. The party electing to terminate agreement

must ensure that all of its respective sewage flows are diverted into a separate conveyance infrastructure.

8. AMENDMENT.

(a) This Agreement may be amended by the written agreement of both parties.

(b) Each Party shall promptly notify the other Party of, and the Parties shall endeavor to appropriately amend Exhibits "A" and/or "B" to this Agreement within a reasonable time following, (i) the withdrawal and disconnection of tributary areas from any shared sewers, (ii) any changes in the land use designation of an area tributary to a shared sanitary sewer, (iii) changes in other unit flow factors utilized in calculating the Party's respective proportionate flows and cost sharing percentages, or (iv) construction of new shared sanitary sewers.

9. NOTICES.

All notices or other communications required or permitted hereunder shall be in writing, and shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed envelope addressed to the Party to whom it is intended, and deposited in the United States Mail with adequate postage; (ii) delivered to the office of the intended Party; or (iii) sent through other commercially reasonable means, such as overnight delivery by a reputable courier company. The addresses of the respective parties for all notices shall be:

CITY:	City of Santa Ana Attention: City Clerk 20 Civic Center Plaza, M-30 Santa Ana, CA 92701
	City of Santa Ana Attn: Director of Public Works 20 Civic Center Plaza, M-21 Santa Ana, CA 92701
DISTRICT:	Garden Grove Sanitary District Attn.: General Manager P. O. Box 3070 Garden Grove, CA 92842

Any Party may, by written notice to the others, designate a different address, which shall be substituted for that specified above.

10. SEVERABILITY.

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner

such that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall either Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

11. WAIVER.

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

12. ENTIRE AGREEMENT.

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions and agreements between the Parties relative to the joint use of sanitary sewers.

13. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

14. RECITALS.

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“DISTRICT”

GARDEN GROVE SANITARY DISTRICT

ATTEST:

By: _____
General Manager

By: _____
Board Secretary

APPROVED AS TO FORM:

By: _____
District Counsel

“CITY”

CITY OF SANTA ANA

ATTEST:

By: _____
City Manager

By: Maria D. Huizar
Maria D. Huizar
Clerk of the Council

APPROVED AS TO FORM:

SONIA R. CARVALHO, CITY ATTORNEY

By: John Funk
John Funk
Assistant City Attorney

APPROVAL RECOMMENDED

NBS Fred Mousavipour
Fred Mousavipour
Executive Director
Public Works Agency

EXHIBIT "A"

MAP OF SHARED SANITARY SEWERS AND TRIBUTARY AREAS

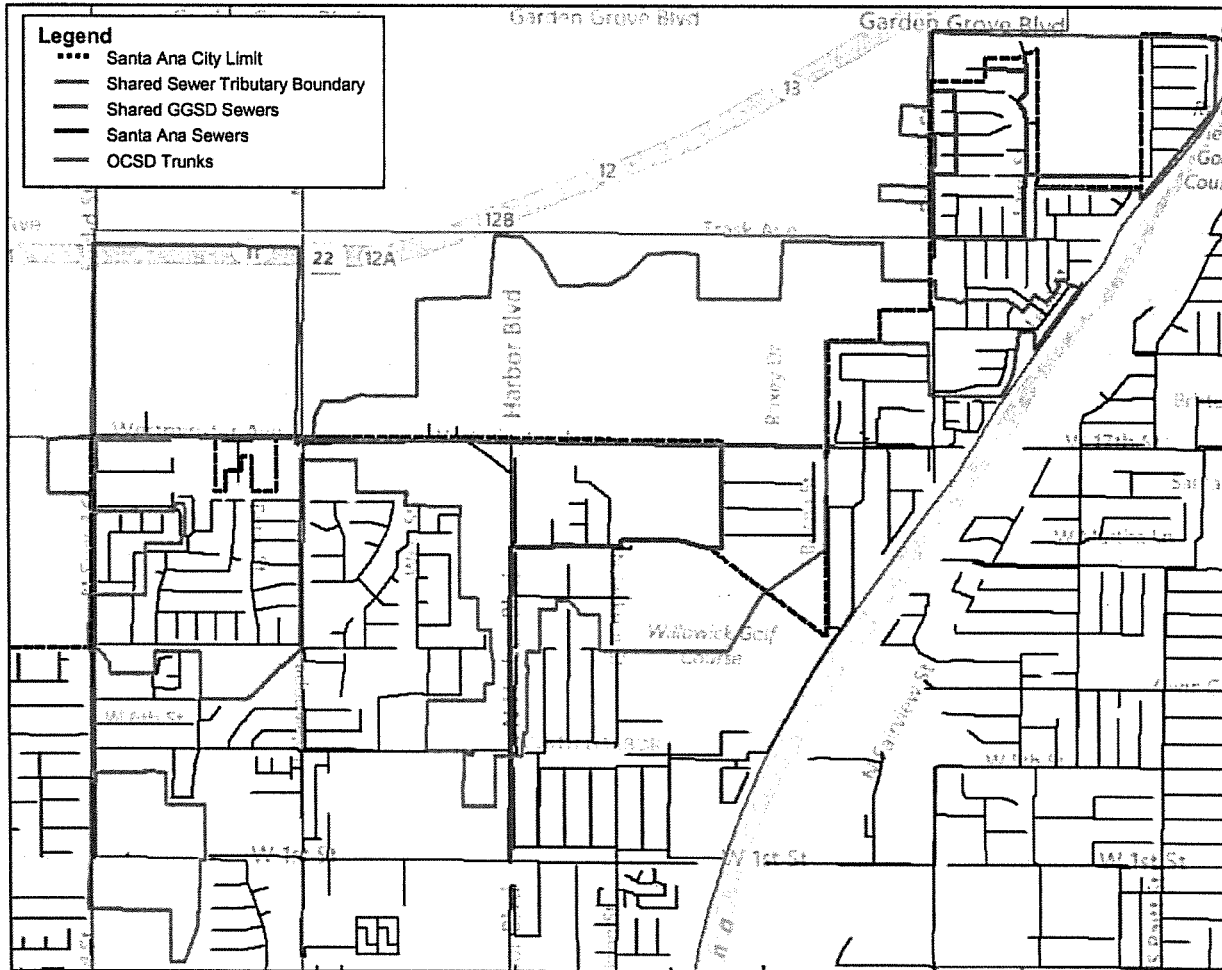


Exhibit A-1: Overview - City of Santa Ana and Garden Grove Sanitation District Shared Sewer System

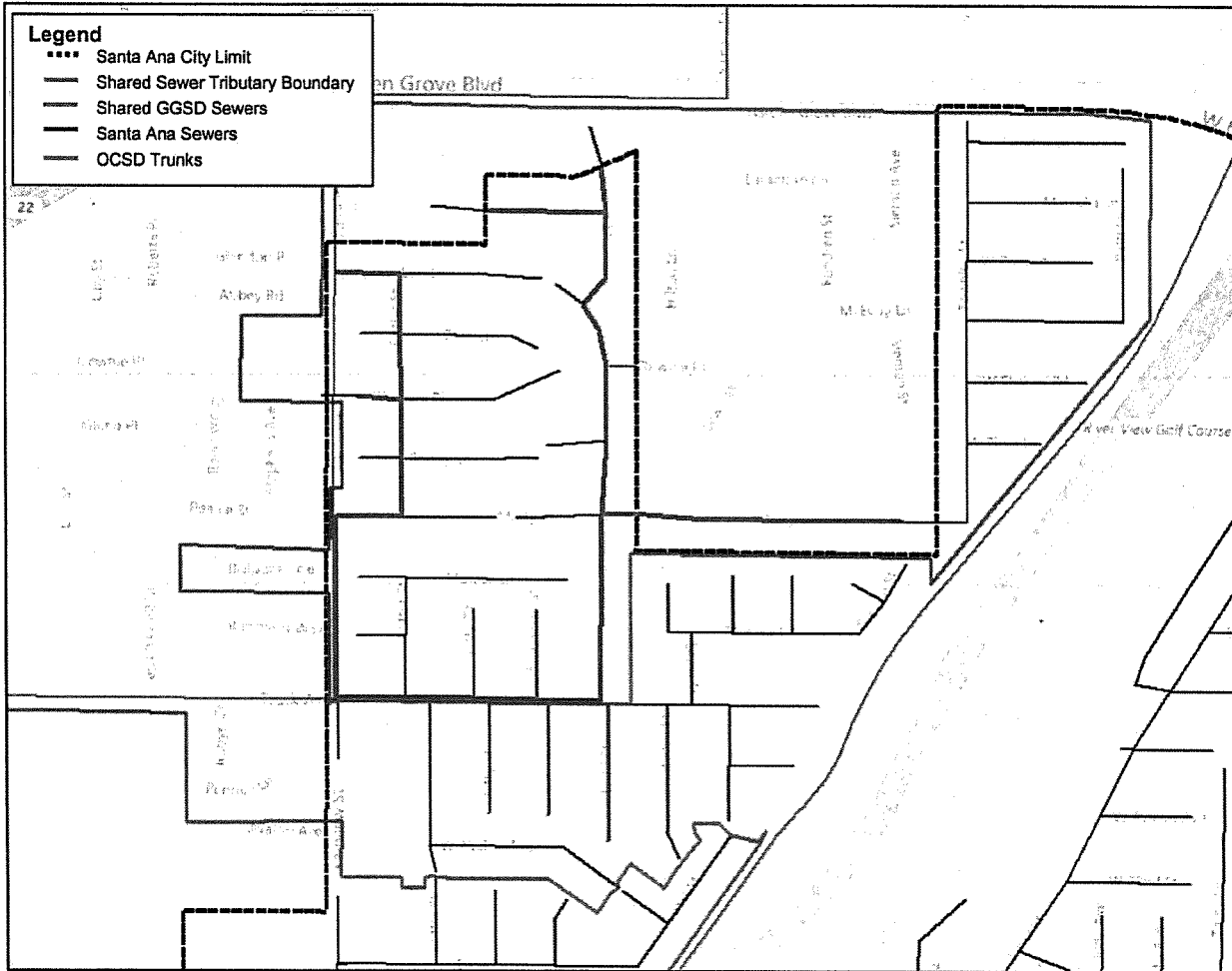


Exhibit A-2: Detail - City of Santa Ana and Garden Grove Sanitation District Shared Sewer System

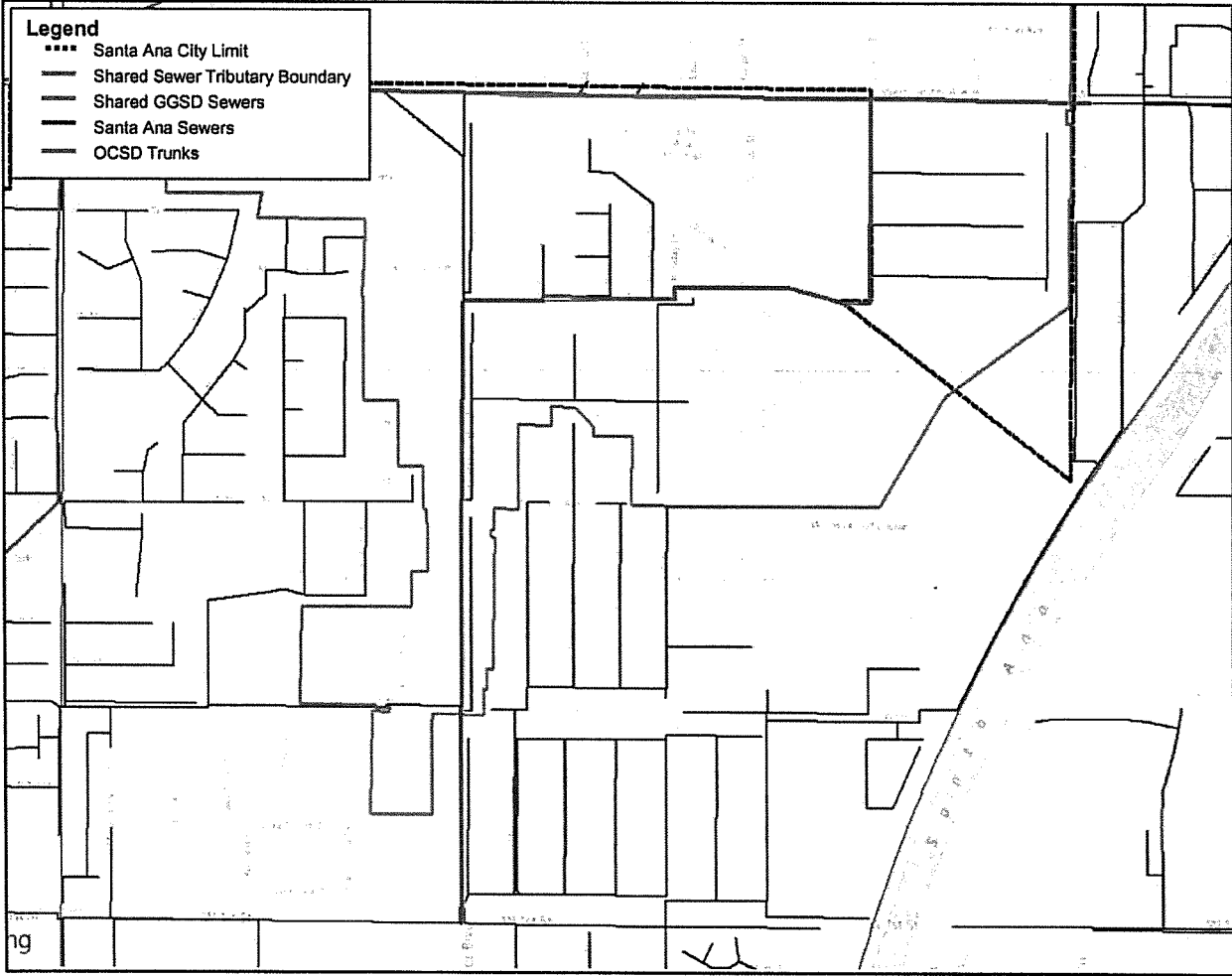


Exhibit A-3: Detail - City of Santa Ana and Garden Grove Sanitation District Shared Sewer System

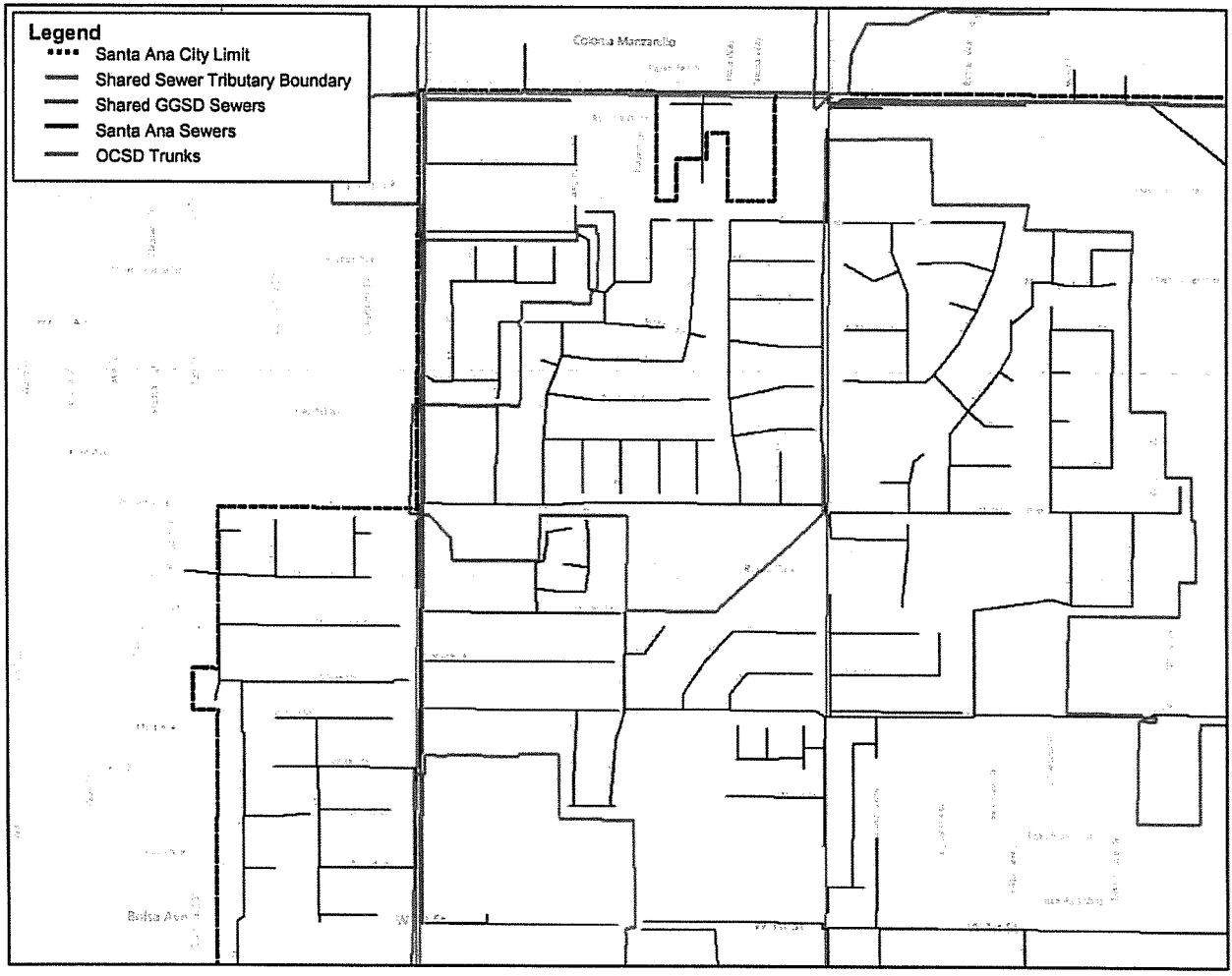


Exhibit A-4: Detail - City of Santa Ana and Garden Grove Sanitation District Shared Sewer System

EXHIBIT "B"

UNIT FLOW FACTORS AND PROPORTIONATE FLOWS

Exhibit B: Wastewater Flow Split Percentages between Jurisdictions

Shared Sewer Location	Sewer Diameter	Located Within	Current Flow Split Analysis	
			Garden Grove Flow Proportion	Santa Ana Proportion
Marty - Lewis to Siemon	8"	District	60%	40%
Marty - Lewis west to city Boundary	8"	District	60%	40%
Marty - City Boundary west to Laird	8"	City	60%	40%
Laramore - City Boundary to Laird	8"	City	44%	56%
Laird - City Boundary south to Laramore	8"	City	65%	35%
Laird - Laramore to Lori	8"	City	49%	51%
Laird - Lori to Marty	8"	City	23%	77%
Laird - Marty to Trask	8"	City	53%	47%
Trask - Laird to Fairview	10"	City	44%	56%
Lori - Fairview to Cotter	8"	City	20%	80%
Cotter - Lori to Downie	8"	City	20%	80%
Downie - Fairview to Cotter	8"	City	15%	85%
Cotter - Downie to Marty	8"	City	22%	78%
Marty - Cotter to Fairview	8"	City	22%	78%
Fairview - Marty to Trask	8"	City	34%	66%
Westminster - Buena to Roxey	10"	District	18%	82%
Westminster - Roxey to Clinton	15"	District	18%	82%
Clinton - Keel to Westminster	8"	District	95%	5%
Clinton - Keel to end of Clinton	8"	District	83%	17%
Green - Clinton/City Boundary to Holiday	10"	City	80%	20%
Washington - Holiday to Harbor	10"/12"	City	18%	82%
Westminster Clinton to Harper	15"	City	23%	77%
Westminster - Harper to Laurel	15"	City	29%	71%
Westminster - Laurel to Enterprise	15"	City	29%	71%
Westminster - Enterprise to Nautilus	15"	City	29%	71%
Westminster - Nautilus to east Of Harbor	15"	City	29%	71%
Westminster - East of Harbor to Harbor	15"	City	30%	70%
Harbor - Westminster to Century	15"	City	0%	100%
Harbor - Century to Washington	15"	City	0%	100%
Harbor - Washington to Hazard	15"	City	9%	91%
Harbor - Hazard to 5th	15"	City	6%	94%
Harbor - 5th to 1st	15."	City	5%	95%
Westminster - Harbor to West	15"	City	30%	70%
Westminster - West to Newhope	15"	City	30%	70%
Westminster - East of Newhope to Newhope	10"	City	47%	53%
Westminster - Newhope west to City Boundary	10"	City	77%	23%
Westminster - City Boundary to Parsons	10"	District	77%	23%
Westminster - Parsons west to City Boundary	10"	District	78%	22%
Westminster - City Boundary to Rosita	10"	City	83%	17%
Westminster - Rosita to La Bonita	10"	City	83%	17%
Westminster - La Bonita to Anita	10"	City	83%	17%
Westminster - Anita to Euclid	12"	City	95%	5%
Westminster - La Bonita to Euclid	8"	City	0%	100%
Euclid - Westminster to 16th	15"	City	0%	100%

Shared Sewer Location	Sewer Diameter	Located Within	Current Flow Split Analysis	
			Garden Grove Flow Proportion	Santa Ana Proportion
Euclid - 16th to Hazard	15"	City	23%	77%
Euclid - Hazard to 5th	15"	City	6%	94%
Euclid - 5th to 1st	15"	City	6%	94%

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: General Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 10/24/2017
 from the meeting held on
 September 26, 2017.
 (*Action Item*)

Attached are the minutes from the meeting held on September 26, 2017, to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	10/19/2017	Backup Material	sd-min_09_26_2017.pdf

ADJOURNMENT

At 7:58 p.m., President Beard adjourned the meeting. The next meeting is scheduled for Tuesday, October 24, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Secretary